

STATE OF SOUTH CAROLINA )  
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 )  
COUNTY OF GREENWOOD )  
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**RELEASE AGREEMENT**

FOR AND IN CONSIDERATION of the County of Greenwood's release and distribution of the following data from the Greenwood County GIS Landbase,

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the Requestor/User hereby acknowledges and agrees to the following terms:

1. Product Ownership

All information, digital data, studies, reports, patents, copyrights and plans obtained from or prepared by Greenwood County's Geographic Information Systems Department for the purpose of performing this work shall remain the property of the County of Greenwood (hereinafter "the County"). Any use of this data for sale or re-sale shall be retained by the County and negotiated for use by the Division of Geographic Information Systems. Requestor/User agrees that any misappropriation or misuse of the Products will cause serious damage to the County and that, because money damages may not constitute sufficient compensation, any misappropriation or misuse shall justify and allow the County to apply to any court having jurisdiction for an injunction or other proper relief and, if relief is granted, the County shall be entitled to the reasonable expenses of the legal action including attorney's fees.

2. Use Limitation

The data contained in the Greenwood County GIS Landbase does not constitute a land survey and is provided only for reference use purposes. Any other use is not authorized by the County or this release agreement. The Greenwood County Division of Geographic Information Systems digital data shall not be copied, reproduced or used in any form by any party other than Requestor/User or an agent of Requestor/User and shall not be sold or distributed by any party.

3. Assumption of Risk

Requestor/User understands and acknowledges that the data contained in the Greenwood County GIS Landbase is subject to constant change and its accuracy cannot be guaranteed. ALL DATA IS PROVIDED AS IS, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. County does not warrant that the data will meet the requirements of Requestor/User, or that the data will be error free, or that data defects will be corrected. The entire risk as to the quality, performance and usefulness of the data rests with Requestor/User.

4. Indemnify; Defend; Hold Harmless

Requestor/User releases County and their officers, agents, consultants, contractors and employees from any and all claims, actions or causes of action for damages including, but not limited to, any costs of recovering, reprogramming or reproducing and programs or data stored in or used with the Greenwood County GIS Landbase, damage to property, damages for personal injury or for any lost profits, lost savings or other special, incidental or consequential damages arising out of the use of or inability to use the Greenwood County GIS Landbase. Requestor/User shall indemnify and hold harmless County, its officers, agents, consultants, contractors, and employees from any and all liability claims or damages to any person or property arising from or connected to the use of the Greenwood County GIS Landbase.

I FURTHER STATE that this Release Agreement is freely and voluntarily given; and

I FURTHER DECLARE and represent that the data provided to me will be used to:

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I CERTIFY THAT I have read, understood and, by my signature below, agreed to the terms of the Release Agreement.

\_\_\_\_\_  
Signature of Requestor/User

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company /Affiliation Name

\_\_\_\_\_  
Address, City, State, Zip

(\_\_\_\_\_)\_\_\_\_\_  
Area Code Phone Number

\_\_\_\_\_  
E Mail

### **Notice**

Pursuant to 30-2-50 (B) of the South Carolina Code of Laws, notice is hereby provided that 30-2-50 (A) of the South Carolina Code of Laws prohibits a person or private entity from obtaining or using any personal information obtained from the public records of a public body, such as the County of Greenwood, for purposes of commercial solicitation directed to any person in the State of South Carolina.

Notice is further given that 30-2-50 (D) of the South Carolina Code of Laws specifically provides that any person knowingly obtaining or using public records from a public body, such as the County of Greenwood, for purposes of commercial solicitation shall be guilty of a misdemeanor and, upon conviction, must be fined an amount not to exceed five hundred dollars or imprisoned for a term not to exceed one year, or both.